

County of Los Angeles

Sheriff's Department Headquarters 4700 Ramona Boulevard Monterey Bark, California 91754–2169



A Tradition of Service

September 30, 2014

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration Los Angeles, California 90012

Dear Supervisors:

APPROVE AMENDMENT NUMBER SIXTEEN TO AGREEMENT
NUMBER 74083 WITH 3M COGENT, INCORPORATED TO CONTINUE MAINTENANCE OF THE
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM
(ALL DISTRICTS) (3 VOTES)

CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval of Amendment Number Sixteen (Amendment) to Agreement Number 74083 (Agreement) with 3M Cogent, Incorporated (3M). The Amendment will extend the term of the current Agreement for the continued maintenance and support of the County of Los Angeles (County) Automated Fingerprint Identification System (AFIS), and increase the Maximum Contract Sum.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Sheriff, or his designee, to finalize and execute the Amendment to the Agreement with 3M for the provision of continued system maintenance of AFIS, substantially similar to the attached Amendment (Attachment II). The Amendment will: (1) extend the term of the Agreement for 2 years, from October 13, 2014, through October 12, 2016, with the option to extend the term for up to an additional 12 months in any increment at the County's discretion; (2) increase the Maximum Contract Sum by \$5,081,738 from \$35,285,542 to \$40,367,280 for the continued system maintenance of AFIS, including hardware refresh; (3) eliminate the Professional Liability insurance requirement; and (4) add the County-mandated provisions regarding the Contractor Alert Reporting Database (CARD) and Time Off for Voting.

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2. Delegate authority to the Sheriff, or his designee, to exercise extensions to the term of the Agreement for up to 12 months, and to terminate the Agreement earlier, in whole or in part, with 10 calendar days' advance written notice following the Department's completion of the transition and migration to a replacement system.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will allow the Department to maintain AFIS, while executing the replacement agreement, and completing implementation of the new replacement system. During this period, it is crucial that the existing AFIS receives continuous system maintenance and support until its replacement is fully implemented.

3M is the original system designer and hardware integrator of AFIS. The Amendment includes a one-time purchase (refresh) of system hardware to replace current hardware that has reached its "end-of-life," and is no longer cost-effective to maintain. Pursuant to the Agreement, 3M will configure and integrate the newly purchased system replacement hardware, and extend all original equipment manufacturer warranties and maintenance to the County, and provide maintenance and support services for all integrated proprietary 3M components. It is therefore in the County's best interest to acquire the replacement hardware from 3M, following approval of the Amendment. For purposes of efficiency, upon expiration of the Agreement, the Department intends to repurpose the replacement hardware acquired under this Amendment for use in the Department's data center and other applications.

Implementation of Strategic Plan Goals

The services provided under the proposed Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability; and Goal 3, Integrated Services Delivery, by ensuring the Department is able to provide information on suspects in a responsive manner, while partnering with private organizations to provide the necessary expertise and equipment, and enhancing public safety by rapidly identifying suspects.

FISCAL IMPACT/FINANCING

The cost of the extended AFIS system maintenance and replacement hardware will be funded through the AFIS Fund (Number 41079). The Remote Access Network Board will continue appropriating funds for the Agreement in the AFIS account under the County's budget from the State of California (State), pursuant to California Government Code Section 76102 and/or California Vehicle Code Section 9215.19. There will be no net County costs incurred under this recommendation.

The cost of the proposed Amendment is \$5,081,738 and is allocated as follows: (1) year-one totals \$2,846,333, which includes \$1,615,738 for replacement hardware and \$1,230,596 for maintenance and support; (2) year-two totals \$1,101,185 for system maintenance and support; and (3) year-three totals \$1,134,220 for system maintenance and support. The Amendment will increase the Maximum Contract Sum under the Agreement from \$35,285,542 to \$40,367,280.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In July 2002, the Board approved the Agreement with 3M to develop a replacement for AFIS to consolidate the Department's and Los Angeles Police Department's systems. The current system is

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able to interface and access the State's, Department of Justice's AFIS in order to search fingerprint data, images, and to provide timely identification of all arrestees based on the captured crime scene fingerprint images. All system development and implementation work has been completed, and the Agreement is currently in the maintenance and support phase.

The proposed Amendment will extend the term of the Agreement for 2 additional years from October 13, 2014, through October 12, 2016, with an option to extend the term for up to an additional 12 months in any increment, at the County's discretion, and increase the Maximum Contract Sum by \$5,081,738.

The Amendment also eliminates the requirement for 3M to maintain the Professional Liability Insurance. The County's Chief Executive Officer's Risk Management Branch concurs with the resultant removal of the Professional Liability Insurance provision from the Agreement.

On August 13, 2014, the Department provided the Board with advance notification of the Department's intent to enter into negotiations for a Sole Source Amendment to the Agreement. This Amendment is necessary for the continuation of system maintenance and support services by the system's developer (3M), while the Department completes the replacement of AFIS.

County Counsel will approve the Amendment as to form.

The Chief Information Officer (CIO) recommends approval of the Amendment to the Agreement (CIO Analysis attachment I).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

L. S. Latt

The continuous system maintenance on AFIS will allow law enforcement officials to use the system without any interruptions.

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon Board approval, please return two adopted copies of this Board letter to the Department's Contracts Unit.

Sincerely,

JOHN L. SCOTT

Sheriff

RICHARD SANCHEZ
Chief Information Officer

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JLS:IS:is

Enclosures



Office of the CIO

CIO Analysis

NU	MB	ER:
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DATE:

CA 14-21

8/30/14

SUBJECT:			
APPROVE AME	NDMENT NUMBE	R 16 TO AGREEMEN	T NUMBER 74083 WITH
3M COGEN	r, INC. TO CONTIN	IUE MAINTENANCE	OF THE AUTOMATED
	FINGERPRINT	IDENTIFICATION SYS	STEM
RECOMMENDATION:			
⊠ Approve	☐ Approve	with Modification	☐ Disapprove
CONTRACT TYPE:			
☐ New Contract		☐ Sole Sou	rce
🛮 Amendment 16 t	o Contract #: 74083	Other: 0	escribe contract type.
CONTRACT COMPONENTS:			
☐ Software		☐ Hardware	
☐ Telecommunicat	ions	☑ Professional Services	
SUMMARY:			
Department Execut	ive Sponsor: Sheriff .	John L. Scott	
(Ameno a finger	iment) to Agreement N print and palm print ide al Identification System	umber 74083 (Agreement) entification system for the (LACRIS) Unit. Funding Source: Rem Tech	oroval of Amendment Number 16 with 3M Cogent, Inc. (Cogent) for Department's Los Angeles County ote Access Network (RAN) unical Advisory Committee/
			omated Fingerprint
			tification System (AFIS)
Legislative or Regu	latory Mandate	☑ Subvened/AFIS: 100	1%
Strategic and Business Analysis	and support for Los Department finalizes LAFIS. BUSINESS DRIVERS: LACRIS is the body a enforcement agencie oversight, direction,	posed Amendment will pro Angeles Fingerprint Identif the negotiations with a ne responsible for biometric is s in the County. LACRIS is a and funding authorizati	dentification services for all law managed by the Department with on by RAN Technical Advisory ource for providing fingerprint

identification for all law enforcement agencies in the County of Los Angeles

(County).

PROJECT ORGANIZATION:

The Department's LACRIS Unit is driving this Project programmatically. The Project has a dedicated Lieutenant assigned as the Local Cal-ID Project Manager who will be managing the ongoing operation of this Project.

PERFORMANCE METRICS:

The Amendment includes a Service Level Agreement identifying metrics for the application management and software maintenance, including software maintenance, technical support, and disaster recovery services.

STRATEGIC AND BUSINESS ALIGNMENT:

The services provided under this Amendment, support the County's Strategic Plan Goal 1, Operational Effectiveness; and Goal 5, Public Safety, by ensuring the Department provides information on suspects in a responsive manner.

PROJECT APPROACH:

Cogent has been the sole provider of maintenance and support services for their proprietary System since 2002. The Agreement allows the Department to continue to receive uninterrupted maintenance and support services of its existing System for the LACRIS Unit. The additional support years will provide sufficient time for implementation of a new Multimodal Biometric Identification System (MBIS) to replace LAFIS.

ALTERNATIVES ANALYZED:

In July 2002, the County entered into an Agreement with Cogent to develop a new replacement for AFIS, consolidating the Sheriff and Los Angeles Police Department Systems. A Request for Proposal (RFP) was released on July 30, 2013, and the County is currently in negotiations with a vendor for a new MBIS.

Technical Analysis

ANALYSIS OF PROPOSED IT SOLUTION:

The Automated Fingerprint and Palmprint Identification System algorithm is proprietary, however, the images are saved in a National Institute of Standards and Technology (NIST) format which can be migrated to the new MBIS. The Department established disaster recovery capabilities for LAFIS that currently resides at the Department's Data Center in Norwalk and a secondary set of AFIS hardware and software, as well as immediate and fully automated fail-over capabilities at the Cogent site in Pasadena. The extension includes installation and services for upgrading Primary and Secondary data center storage and servers which is included in the first year's maintenance. The installation timeline is described in the Amendment. The servers will be owned by the County and upon termination of the Agreement, the Department will reallocate the equipment for other projects, as needed.

Financial Analysis	BUDGET:	
	Amendment costs	
	Year-1\$ 2,846,3331	
	Year-2 \$ 1,101,185	
	Year-3\$ 1,134,220	
	Total Cost of Amendment:\$ 5,081,738	
	¹ Includes \$1,615,737.50 for services to upgrade servers at data center. Scope-of-Work and timeline will be described the servers and equipment will be owned by the County at the Agreement, the Department will reallocate the equipment as needed.	ed in the Amendment nd upon termination of
	NOTE: Total Agreement cost for maintenance and s \$35,285,542.	support since 2002 is
Risk Analysis	RISK MITIGATION:	
	There are minimal risks to this proposed Amendmen and maintenance. The Amendment will provide suponly, therefore, County Risk Management concur Professional Liability Insurance from the Agreement The Chief Information Security Officer (CISO) reviews	pport and maintenance s with the removal of the common of the common of
	did not identify any security risks or issues.	
CIO Approval	PREPARED BY:	
	Thoryt	9-18-14
	Fred Nazarbegian, Sr. Associate CIO	Date
	APPROVED:	
	Ward Onche	9/18/14
	Richard Sanchez, County Chief Information Officer	. , ,

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at http://ciointranet.lacounty.gov/

This Amendment Number Sixteen (hereinafter "Amendment") to Agreement Number 74083 (hereinafter "Agreement") is entered into by and between County of Los Angeles (hereinafter "County") and 3M Cogent, Inc. (hereinafter "Contractor"), a Delaware corporation, effective on October 13, 2014.

- A. WHEREAS, on July 23, 2002, County and Cogent Systems, Inc. entered into the Agreement for the development, hardware purchase and installation, and maintenance of an Automated Fingerprint Identification System ("AFIS"); and
- B. WHEREAS, on August 30, 2010, Cogent Inc. (Formerly known as Cogent Systems Inc.) entered into an agreement and plan of merger with 3M Company, a Delaware corporation ("3M"), whereby Cogent, Inc., would be merged into a subsidiary of 3M (the "Merger"); and upon consummation of the Merger, Cogent, Inc., was the surviving entity as a wholly owned subsidiary of 3M, and its name was changed to 3M Cogent, Inc.; and
- C. WHEREAS, on October 4, 2011, County and Contractor entered into Amendment Number Twelve to the Agreement to (1) extend the term of the Agreement for two (2) additional years from October 13, 2011, through October 12, 2013, with an option to extend for up to an additional period of twelve (12) months; and (2) increase the Maximum Contract Amount by \$2,954,243, which is now \$35,285,542; and
- D. WHEREAS, on October 2, 2013, County and Contractor entered into Amendment Number Fifteen to the Agreement to extend the term of the Agreement for its final twelve-month option from October 13, 2013 through October 12, 2014; and
- E. WHEREAS, the Agreement currently expires on October 12, 2014; and
- F. WHEREAS, County and Contractor now wish to further amend the Agreement to (1) extend the term of the Agreement, (2) increase the Maximum Contract Amount, upon the terms and conditions set forth in this Amendment, (3) remove Professional Liability insurance requirement from the Agreement, (4) add the County-mandated language regarding (a) Contractor Alert Reporting Database (CARD), and (b) Time Off for Voting, and (5) update the County-mandated language regarding Consideration of Hiring Gain/Grow Participants.

NOW THEREFORE, in consideration of the mutual covenants herein, and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

- Section 11 (Maximum Contract Amount and Rates and Charges), Subsection 11.1 (General), of the Agreement is hereby amended as follows to update the Maximum Contract Amount:
 - 1.1 The dollar amount set forth in the introductory paragraph of Subsection 11.1 (General) is amended to add \$5,081,738 to the Maximum Contract Amount, which shall now be Forty Million, Three Hundred Sixty-Seven Thousand, Two Hundred Eighty dollars (\$40,367,280).
 - 1.2 The dollar amount set forth in Subsection 11.1(D) related to Maintenance Services is amended to add \$5,081,738 to such amount, which shall now be Eleven Million, Three Hundred Thousand, One Hundred Eighty-One dollars (\$11,300,181).
- Section 12 (Invoices and Payments) of the Agreement is hereby amended to add a new Subsection 12.9 (Payment Schedule) at the end thereof to read as follows:
 - 12.9 <u>Payment Schedule</u>: Notwithstanding anything to the contrary contained in this Agreement, the payment schedule for maintenance and support of the system hardware and software pursuant to Amendment Number Sixteen shall be as set forth in Attachment 6 (Annual Maintenance Payment Schedule) to Exhibit B (Schedule of Rates and Fees).
- 3. Section 22 (Insurance), Subsection 22.2.2 of the Agreement is deleted in its entirety.
- 4. Section 29 (Term) of the Agreement is deleted in its entirety and replaced as follows to (1) extend the Term of the Agreement through October 12, 2016, and (2) add the County-mandated language regarding CARD:

29. <u>TERM</u>

29.1 The Term of this Agreement shall be from July 23, 2002 through October 12, 2016 (the "Term"), unless extended, in whole or in part, as provided herein.

- 29.2 The County has the option, at the Sheriff's discretion and upon notice prior to the end of the Term, to extend the Agreement for an additional period of twelve (12) months in any increment (an "Option Term"). Any such extension shall be in the form of a written Amendment executed by the Sheriff and Contractor. Notwithstanding the above, the Sheriff or his designee may terminate the Agreement earlier, in whole or in part, with ten (10) days advance written notice to Contractor.
- 29.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.
- 29.4 <u>Transfer Function</u>: Upon expiration or termination of this Agreement for any reason, with cause or without cause, Contractor shall be responsible for the smooth transition of the System and Services to a third party.
- Section 51 (Consideration of GAIN Program Participants for Employment) of the Agreement is deleted in its entirety and replaced as follows to update the Countymandated language:

51. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

6. Section 62 (Time Off for Voting) is added to the Agreement as follows:

62. TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than ten (10) calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

- 7. Exhibit B (Schedule of Rates and Fees) of the Agreement is hereby supplemented to add thereto Attachment 6 (Annual Maintenance Payment Schedule), a true and correct copy of which is attached hereto and incorporated herein by this reference.
- 8. Except as expressly provided in this Amendment, all other terms, covenants, and conditions of the Agreement shall remain the same and in full force and effect.
- 9. Contractor represents and warrants that the person executing this Amendment Number Sixteen for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of the Amendment and that all requirements of Contractor have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, County and Contractor by their duly authorized signatures have caused this Agreement to be effective on the day, month and year first above written.

COUNTY OF LOS ANGELES
LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

By:
3M COGENT, INC.
By: Michael Hollowich
Title: Project Director
Date:

APPROVED AS TO FORM: RICHARD D. WEISS Acting County Counsel

By: _____ Michele Jackson Senior Deputy County Counsel ANNUAL MAINTENANCE PAYMENT SCHEDULE

		Year One	
Period Start	Period End	Payment	Notes
13-Oct-14	12-Jan-15	\$ 711,583.25	Hardware replacement* & support
13-Jan-15	12-Apr-15	\$ 711,583.25	Hardware replacement* & support
13-Apr-15	12-Jul-15	\$ 711,583.25	Hardware replacement* & support
13-Jul-15	12-Oct-15	\$ 711,583.25	Hardware replacement* & support
	Total	\$ 2,846,333.00	

			Year Two	
Period Start	Period End		Payment	Notes
13-Oct-15	12-Jan-16	\$	275,296.25	Support
13-Jan-16	12-Apr-16	49	275,296.25	Support
13-Apr-16	12-Jul-16	↔	275,296.25	Support
13-Jul-16	12-Oct-16	↔	275,296.25	Support
	Total	s	1,101,185.00	

			Option Year One	
Period Start	Period Start Period End		Payment	Notes
13-Oct-16	12-Jan-17	\$	283,555.00	Support
13-Jan-17	12-Apr-17	8	283,555.00	Support
13-Apr-17	12-Jul-17	€9	283,555.00	Support
13-Jul-17	12-Oct-17	\$	283,555.00	Support
	Total	8	1,134,220.00	

Year One	↔	2,846,333.00
Year Two	8	1,101,185.00
Option Year One	8	1,134,220.00
Total	49	5,081,738.00

*Hardware replacement shall be completed within 120 days of Amendment Number Sixteen effective date; refer to Addenda A, B, and C of this Attachment 6 to Exhibit B (Schedule of Rates and Fees).

Site	Component	Item	Mfg	Version / Description	Qty
Primary		Core	IBM —	IBM Power 730 Express Server 2x Power7+ / 4.3GHz 4-Core CPU (w/	2
Primary		+RAM	Intel	8GB (2X4GB) MEMORY DIMMS, 1066 MHZ, 2GB DDR3 DRAM	16
Primary		+Riser Card	IBM	MEMORY RISER CARD	9
Primary		무 무	IBM	600GB 10K RPM SAS SFF DISK DRIVE	4
Primary		+Storage	IBM	STORAGE BACKPLANE 3 SFF	2
Primary		+Power	IBM	Redundant Power Option (1925W)	4
Primary		+Ethernet	IBM	PCIE2 LP 4-PORT 1GBE ADAPTR	4
Primary		+Fiber	IBM	4 Gigabit PCI Express Dual Port Fibre	4
				Channel Adapter	
Primary		+CD/DVD	IBM	DVD-RAM Drive	2
Primary	AFIS Server	+Software	Zabbix	Core 2.x License	-
Primary	(Clustered) 2U	+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)	2
Primary		+Database	Oracle	Oracle 11g Standard Edition	2
Primary		+OS	IBM	PowerHA STANDARD ED 3YR REG	2
Primary		*O+	IBM	PER PROC SM 3 YEAR REG	16
Primary		+OS	IBM	PER PROC SM 3 YEAR 7X24	16
Primary		SO+	IBM	SYSTEM PROGRAM ORDER	2
Primary		SO+	IBM	MEDIA CHARGE	N
Primary		*O	IBM	AIX STANDARD EDITION V7.1	2
Primary		SO+	IBM	AIX SEITION V7.1 PP SM US	16
Primary		*O	IBM	POWERHA SYSMIRROR STD ED V7	2
Primary		SO+	IBM	POHA SYSMIRROR PPRC INC 1YSWMA	16
Primary		*OS	IBM	SW MAINTENANCE FOR AIX, 3 YEARS	2
Primary		SO+	IBM	PER PROC SM P7 3 YR REG	16
Primary		*O	IBM	PER PROC SM P7 3 YR 7X24	16
Primary		+Software	Zabbix	Zabbix client	2
Primary		Core	IBM	X3650 M4 (7915) 4C/2.4GHz - E5-2609, 10MB Cache w/ 8GB RAM	2
Primary		+CPU	Intel	E5-2609 4C/2.4GHz Processor Upgrade	2
Primary		Total RAM	IBM	16GB (1X16GB) DDR3-1333 DIMM	12

	Primary Matcher	H+D	IN SI	IBM 300GB 15K 6GBPS SAS 2.5" SLIM SFF HD	4
	(2/4/10 CR) TP	+Riser Card	IBM	PCIX Riser Card 1 (1 x16 FH/HL PCIe + 2 PCIX FH/FL Slots)	S
		+Power	IBM	IBM 550W Power Supply	4
Primary		SO+	Novell	SLES	2
Primary		+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)	2
Primary		+Software	Zabbix	Zabbix client	2
Primary		+Warranty	IBM	IBM 3yr 24x7x4	2
Primary		Core	IBM	X3650 M4 (7915) 4C/2.4GHz - E5-2609, 10MB Cache w/ 8GB RAM	4
Primary		+CPU	Intel	E5-2609 4C/2.4GHz Processor Upgrade	4
Primary		Total RAM	IBM	16GB (1X16GB) DDR3-1333 DIMM	32
Primary		HD +HD	IBM	IBM 300GB SSD	8
Primary		H+D	IBM	IBM 300GB 15K 6GBPS SAS 2.5" SLIM SFF HD	8
Primary	Primary Matcher (LTJPLJRJFJPP)	+Riser Card	IBM	PCIX Riser Card 1 (1 x16 FH/HL PCIe + 2 PCIX FH/FL Slots)	4
Primary		+Power	IBM	IBM 550W Power Supply	8
Primary		SO+	Novell	SLES	4
Primary		+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)	2
Primary		+Software	Zabbix	Zabbix client	4
Primary		+Warranty	IBM	IBM 3yr 24x7x4	4
Primary		Core	IBM	BLADE CENTER H	
Primary		+Power	IBM	IBM BLADECENTER H 2980W AC POWER MODULE W/FAN PACK	-
Primary		+Network	IBM	Cisco Catalyst Switch Module 3110G for IBM BladeCenter	1
Primary		+Network	IBM	MULTI-SWITCH INTERCONMODULE BC	1
Primary		+Network	IBM	BNT LAYER 2/3COPP.GBE SW.MODBC	1
Primary		+Network	IBM	BROCADE 10-PORT 8GB SAN SWITCH MODULE FOR IBM BLADECENTER	1
Primary	Blade Chassis	+Network	IBM	BROCADE 8GB SFP+ SW OPTICAL TRANSCEIVER	2

Primary		+Network	IBM	IBM BladeCenter KVM/Advanced Management Module	-
Primary		+Power	IBM	Enhanced Cooling Modules	1
Primary		+CD/DVD	IBM	IBM UltraSlim Enhanced SATA Multi-Burner	-
Primary		+Cable	IBM	2.8M, 200-240V, TRIPLE 16A IEC 320-C20 POWER CABLE	N
Primary		+Cable	IBM	5M FIBER OPTIC CABLE LC-LC	2
Primary		+Warranty	IBM	IBM 3yr 24x7x4	-
Primary		Core	18M	IBM BLADECENTER HS23 Xeon E5-2630 6C 2.3GHz 15MB Cache	9
Primary		+CPU	Intel	2nd Xeon E5-2630 6C 2.3GHz 15MB Cache processor upgrade	9
Primary	1	+RAM	IBM	8GB (1x8GB) DDR3-1600 DIMM	12
Primary		+Network	IBM	2x1Gbit Ethernet ports 2x10Gbit FC ports	9
Primary	Secondary Matcher	+Network	IBM	ETHERNET CONNECTIVITY	9
Primary	Blade	<u></u>	IBM	IBM 146GB 15K 6GBPS SAS 3.5" HD OPTION	12
Primary		+0S	CentOS	CentOS	9
Primary		+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)	2
Primary		+Software	Zabbix	client	9
Primary		+Warranty	IBM	IBM 3yr 24x7x4	9
Primary		Core	IBM	IBM BLADECENTER HS23 Xeon E5-2630 6C 2.3GHz 15MB Cache	2
Primary		+CPU	Intel	2nd Xeon E5-2630 6C 2.3GHz 15MB Cache processor upgrade	0
Primary		+RAM	IBM	8GB (1X8GB) DDR3-1333 DIMM	8
Primary		+Network	IBM	2x1Gblt Ethernet ports 2x10Gbit FC ports	2
Primary	Morte for Supplemental Suppleme	+Network	IBM	ETHERNET CONNECTIVITY	2
Primary	WOINIOW Selve	H	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD	4
Primary	Blade	+Fiber	IBM	QLOGIC 4GB FC CH. EXP CARD	4
Primary		+Database	Oracle	11g RDMS Client License	2
Primary		+OS	CentOS	CentOS	2
Primary		+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)	2
Primary		+Software	Zabbix	Zabbíx client	2
Primary		+Warranty	IBM	IBM 3yr 24x7x4	2

Primary		Core	IBM	IBM BLADECENTER HS23 Xeon E5-2609 4C	N
Primary	T	+CPU	Intel	2nd Xeon E5-2609 4C 2.4GHz 10MB Cache	2
Primary		+RAM	IBM	8GB (1x8GB) DDR3-1600 DIMM	4
Primary		+Network	IBM	2x1Gbit Ethernet ports 2x10Gbit FC ports	2
Primary	Image Encoder	+Network	IBM	ETHERNET CONNECTIVITY	2
Primary	Blade	무+	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD OPTION	4
Primary		\$O+	CentOS	CentOS	2
Primary		+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)	2
Primary		+Software	Zabbix	lient	2
Primary		+Warranty	IBM	IBM 3yr 24x7x4	2
Primary		Core	IBM	IBM BLADECENTER HS23 Xeon E5-2609 4C 2.4GHz 10MB Cache	N
Primary		+CPU	Intel	2nd Xeon E5-2609 4C 2.4GHz 10MB Cache processor upgrade	0
Primary		+RAM	IBM	8GB (1X8GB) DDR3-1333 DIMM	8
Primary		+Network	IBM	2x1Gbit Ethernet ports 2x10Gbit FC ports	2
Primary		+Network	IBM	ETHERNET CONNECTIVITY	2
Primary	Web/Interface Server	+HD	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD	4
Primary	siade	+AntiVirus	Symantec	Symantec Endpoint Protection v12.1.2 (w/ 1-	2
Primary	_	+Software	Apache	Apache Web Server	N
Primary		+Software	Microsoft	Web Server (IIS)	2
Primary		SO+	Microsoft	Windows Server Standard 2012	2
Primary		+Software	Zabbix	Zabbix client	2
Primary		+Warranty	IBM	IBM 3yr 24x7x4	7
Primary		Core	IBM	IBM BLADECENTER HS23 Xeon E5-2609 4C 2.4GHz 10MB Cache	2
Primary		+CPU	Intel	2nd Xeon E5-2609 4C 2.4GHz 10MB Cache processor upgrade	2
Primary		+RAM	IBM	8GB (1X8GB) DDR3-1333 DIMM	8
Primary		+Network	IBM	2x1Gbit Ethernet ports 2x10Gbit FC ports	2
Primary	Email Server	+Network	IBM	ETHERNET CONNECTIVITY	2
Primary	(Clustered)	무	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD	4

Primary Primary				year Esserinal Support - 100 seats)	
Primary		+Software	Microsoft	Microsoft Exchange Server 2010 Enterprise Edition - License - 1 server	2
		\$O+	Microsoft	Windows Server Standard 2012	2
Primary		+Software	Zabbix	Zabbix client	2
Primary		+Warranty	IBM	IBM 3yr 24x7x4	7
Primary		Core	IRM	x3550 M4 7914 - Xeon F5-2609 4C/2 4 GHz	1
				10MB Cache w/ 8GB RAM	1
Primary		+RAM	IBM	8GB (1x8GB) DDR3-1333 DIMM	4
Primary		HDD	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD	4
Primary		+Power	IBM	IBM 550W Power Supply	4
Primary		+Database	Oracle	11g RDMS Client License	2
Primary	Archive Server	+Software	Apache	Apache Web Server	2
Primary		+OS	CentOS	CentOS	0
Primary		+AntiVirus	Sophos	Endpoi	2
				(3-year, 1-user, and 200-499 licenses)	
Primary		+Software	Zabbix	Zabbix client	2
Primary		+Warranty	IBM	3 Year Essential Support 24x7 4 Hour	2
				Hesponse	
					19
Primary		+Controller	IBM	IBM Storwize V7000 SFF Dual Control	•
				Enclosure (2U)	
Primary		+Cache	IBM	8GB Cache Upgrade	2
Primary		+FC	IBM	8Gb FC 4 Port Host Interface Card	2
Primary	CAN Controller Head Ilnit	+Interface	IBM	Redundant AC Power Supply	2
Primary	JOIN CONTINUE HEAD ONE	OH+	IBM	900GB 10K 6Gb SAS 2.5" HDD	24
Primary		+Service	IBM	Annual Maintenance	3
Primary		+Software	IBM	IBM Storwize V7000 Software V6 + 1 year	-
				maintenance	
Primary		+Software	IBM	Plus 2 more years of license and maintenance	-
				fee	No. in Section
Primary		+Expansion	IBM	IBM Storwize V7000 LFF Expansion	2
				Enclosure (2U)	
Primary		HD.	IBM	2TB 7.2K 6Gb SAS NL 3.5" HDD	54
Primary	SAN Expansion	+Cable	IBM	1 m 6 Gb/s external mini SAS	2
Primary	lu en	+Service	IBM	Annual Maintenance	10

ADDENDUM A

Primary Primary Primary Primary Primary Primary Primary Primary Primary Rack				maintenance	
	The state of the s	+Software	IBM	Plus 2 more years of license and maintenance fee	က
		Core	IBM	x3550 M4 7914 - Xeon E5-2609 4C/2.4 GHz,	7
		+RAM	IBM	8GB (1x8GB) DDR3-1333 DIMM	7
		HDD CON+	IBM	IBM 600GB 10K 6GBPS SAS 2.5" HD	2
		+Power	IBM	IBM 550W Power Supply	2
			IBM	QLogic 4Gb FC Single-Port PCIe HBA	-
		+AntiVirus	Symantec	Symantec Endpoint Protection v12.1.2 (w/ 1- year Essential Support - 100 Seats)	-
	System Management Server (Backup and Configuration	+Software	Microsoft or PointDev	System Management Center 2012 DataCenter (server + Client + 3year support)	-
	Management)	+Software	CommVault	CommValut Backup software	-
Primary		+OS	Microsoft	Windows Server Standard 2012	-
Primary		+Software	Zabbix	Zabbix client	-
Primary		+Warranty	IBM	3 Year Essential Support 24x7 4 Hour Response	-
Primary		+Storage Appliance	Overland	Overland VTL - 24TB appliance	
Primary		+Fibre Channel Adaptor upgrade	Overland	Dual 4GB FC HBA	-
Primary Backı	Backup Storage (On-line Disk)	+HDD	Overland	HDD - E2000/4600, 2TB SATA ENT w/ Carrier, 4 Pack	12
Primary		+Warranty (for appliance)	Overland	3yr Overland Warranty	-
Primary		on Unit	Overland	SnapDisk E2000, 0-DRIVE	4
Primary		+Warranty (for expansion unit)	Overland	3yr Overland Warranty	4
Drimany		- Storade	IRM	IBM TS3310 Tane Library LTO4 FC	-
Primary			IBM	IBM TS3310 Full-High Tape Drive	4
Primary Backı	Backup Storage (Off-line Tape)	+Storage	IBM	Redundant Power Option	-

Primary		+Storage	IBM	IBM TS3310 Tape Library Expansion Unit	-
Primary		+Storage	IBM	LTO 5 Tape	80
Primary	Additional Jonath	Core	Cisco	Cisco MDS 9124 24-Port Multilayer Fabric Switch	2
Primary	Additional Components	LAN Switch	Cisco	Catalyst 2960S 24-TS	4
Primary		Load Balancer	Kemp	LM-2200 Load Balancer 4xGbE ports	2
		Į			(
rimary		Core	IBM	IBM 420 52 Standard Hack	7
Primary		Console Display	IBM	IBM 1U KVM 17" Console Display	2
Primary		Console Display	IBM	IBM 1U KVM 17" Console Display Rack Mount Kit	N
Primary	Additional Components	KVM Switch	IBM	KVM Extender / USB Conversion (4xcables	4
		Extender		for 4 rack-mountable servers)	•
Primary		KVM Switch	IBM	2x8 (16-port) Console Switch KVM Switch	2
Primary		PDU	IBM	Power Distribution Units	8
Primary		UPS	IBM	IBM 3000 VA LCD 3U Rack UPS - 3U	-

ופ		IIVEIII	PILIT	Hondings / Horses	
DR Site		Core	IBM	IBM Power 730 Express Server 2x Power7+ / 4.3GHz 4-Core CPU (w/	2
DR Site		+RAM	Intel	8GB (2X4GB) MEMORY DIMMS, 1066 MHZ, 2GB DDR3 DRAM	16
DR Site		+Riser Card	IBM	MEMORY RISER CARD	9
DR Site		유	IBM	600GB 10K RPM SAS SFF DISK DRIVE (AIX/LINUX)	4
DR Site		+Storage	IBM	STORAGE BACKPLANE 3 SFF DRIVES/SATA DVD/HH TAPE	2
DR Site		+Power	IBM	Redundant Power Option (1925W)	4
DR Site		+Ethernet	IBM	PCIE2 LP 4-PORT 1GBE ADAPTR	4
DR Site		+Fiber	IBM	4 Gigabit PCI Express Dual Port Fibre	4
				Channel Adapter	
DR Site		+CD/DVD	IBM	DVD-RAM Drive	2
DR Site A	AFIS Server	+Software	Zabbix	Core 2.x License	-
OR Site (Clu	(Clustered)	+AntiVirus	Sophos	Sophos Endpoint Protection Advanced	7
OR Site		Database	Oracla	10 Standard Edition	C
DR Site		SO+	IBM	PowerHA STANDARD ED 3YR REG	2
DR Site		*O+	IBM		16
OR Site		*O+	IBM	PER PROC SM 3 YEAR 7X24	16
DR Site		SO+	IBM	SYSTEM PROGRAM ORDER	2
OR Site		\$O+	IBM	MEDIA CHARGE	N
OR Site		*O+	IBM	AIX STANDARD EDITION V7.1	2
DR Site		*O+	IBM	AIX SEITION V7.1 PP SM US	16
DR Site		SO+	IBM	POWERHA SYSMIRROR STD ED V7	2
DR Site		\$O+	IBM	POHA SYSMIRROR PPRC INC 1 YSWMA	16
DR Site		SO+	IBM	SW MAINTENANCE FOR AIX, 3 YEARS	2
DR Site		SO+	IBM	PER PROC SM P7 3 YR REG	16
DR Site		SO+	IBM	PER PROC SM P7 3 YR 7X24	16
DR Site		+Software	Zabbix	Zabbix client	2

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ADDENDUM B

BNT LAYER 2/3COPP.GBE SW.MODBC	BNT LAYER 2/3COPP. GBE SW.MODBC
BROCADE 10-PORT 8GB SAN SWITCH	
MODULE FOR IBM BLADECENTER	
BROCADE 8GB SFP+ SW OPTICAL TRANSCEIVER	
IBM BladeCenter KVM/Advanced Management Module	
Enhanced Cooling Modules	
IBM UltraSlim Enhanced SATA Multi-Burner	
2.8M, 200-240V, TRIPLE 16A IEC 320-C20 POWER CABLE	
5M FIBER OPTIC	
IBM 3yr 24x7x4	
IBM BLADECENTER HS23 Xeon E5-2630 6C	
2nd Xeon E5-2630 6C 2.3GHz 15MB Cache processor upgrade	
8GB (1x8GB) DDR3-1600 DIMM	
2x1Gbit Ethernet ports 2x10Gbit FC ports	
ETHERNET CONNECTIVITY	1
IBM 146GB 15K 6GBPS SAS 3.5" HD OPTION	
S CentOS	CentOS
Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)	0
Zabbix Zabbix client	
IBM 3yr 24x7x4	
IBM BLADECENTER HS23 Xeon E5-2630 6C 2.3GHz 15MB Cache	
2nd Xeon E5-2630 6C 2.3GHz 15MB Cache processor upgrade	
8GB (1X8GB) DDR3-1333 DIMM	
2x1Gbit Ethernet ports 2x10Gbit FC ports	

Workflow Server	+Network	IBM	ETHERNET CONNECTIVITY
	HHD	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD
	+Fiber	IBM	QLOGIC 4GB FC CH. EXP CARD
	+Database	Oracle	11g RDMS Client License
	\$O+	CentOS	CentOS
	+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)
	+Software	Zabbix	
	+Warranty	IBM	IBM 3yr 24x7x4
	Core	IBM	IBM BLADECENTER HS23 Xeon E5-2609 4C
	+CPU	Intel	2nd Xeon E5-2609 4C 2.4GHz 10MB Cache
	+RAM	IBM	processor upgrade 8GB (1x8GB) DDR3-1600 DIMM
	+Network	IBM	2x1Gbit Ethernet ports 2x10Gbit FC ports
	+Network	IBM	ETHERNET CONNECTIVITY
	QH+	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD OPTION
	\$O+	CentOS	CentOS
	+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)
	+Software	Zabbix	
	+Warranty	IBM	IBM 3yr 24x7x4
	Core	IBM	IBM BLADECENTER HS23 Xeon E5-2609 4C 2.4GHz 10MB Cache
	+CPU	Intel	2nd Xeon E5-2609 4C 2.4GHz 10MB Cache processor undrade
	+RAM	IBM	8GB (1X8GB) DDR3-1333 DIMM
	+Network	IBM	2x1Gbit Ethernet ports 2x10Gbit FC ports
	+Network	IBM	ETHERNET CONNECTIVITY
	HHD	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD
	+AntiVirus	Symantec	Symantec Endpoint Protection v12.1,2 (w/ 1- year Essential Support - 100 Seats)
	+Software	Apache	Apache Web Server
	I+Software	Microsoft	Web Server (IIS)

DR Site		SO+	Microsoft	Windows Server Standard 2012	2
DR Site		+Software	Zabbix	Zabbix client	2
DR Site		+Warranty	IBM	IBM 3yr 24x7x4	2
DR Site		Core	IBM	IBM BLADECENTER HS23 Xeon E5-2609 4C	2
DR Site		+CPU	Intel	2nd Xeon E5-2609 4C 2.4GHz 10MB Cache	2
DR Site		+BAM	IBM	processor upgrade 8GB (1X8GB) DDR3-1333 DIMM	8
DR Site		+Network	IBM	2x1Gbit Ethernet ports 2x10Gbit FC ports	2
DR Site	Email Server	+Network	IBM	ETHERNET CONNECTIVITY	2
DR Site	(Clustered)	H H	IBM	IBM 300GB 15K 6GBPS SAS 2.5" HD	4
DR Site	Blade	+AntiVirus	Symantec	Symantec Endpoint Protection v12.1.2 (w/ 1-year Essential Support - 100 Seats)	2
DR Site		+Software	Microsoft	Microsoft Exchange Server 2010 Enterprise	2
				Edition - License - 1 server	
DR Site		\$O ⁺	Microsoft	Windows Server Standard 2012	2
DR Site		+Software	Zabbix	Zabbix client	2
DR Site		+Warranty	IBM	IBM 3yr 24x7x4	2
					10000
DR Site		Core	IBM	x3550 M4 7914 - Xeon E5-2609 4C/2,4 GHz,	2
DR Site		+RAM	IBM	18GB (1x8GB) DDR3-1333 DIMM	4
DR Site		HDD HTDD	IBM	IBM 300GB 15K 6GBPS SAS 2,5" HD	4
DR Site		+Power	IBM	IBM 550W Power Supply	4
DR Site		+Database	Oracle	11g RDMS Client License	2
DR Site	Archive Server	+Software	Apache	Apache Web Server	2
DR Site		SO+	CentOS	CentOS	2
DR Site		+AntiVirus	Sophos	Sophos Endpoint Protection Advanced (3-year, 1-user, and 200-499 licenses)	2
DR Site		+Software	Zabbix	Zabbix client	2
DR Site		+Warranty	IBM	3 Year Essential Support 24x7 4 Hour Response	2
DR Site		Core	IBM	x3550 M4 7914 - Xeon E5-2609 4C/2.4 GHz,	

THUD THUD
+Power
+AntiVirus
+Software
+0S
+Software
+Warranty
Core
AN Switch
oad Balancer
or o
Console Display
Console Display
KVM Switch
KVM Switch
PDU
UPS
1/

INSTALLATION TIMELINE FOR AFIS HARDWARE REPLACEMENT

The following installation timeline is effective upon execution of Amendment Number 16 and shall be completed within 120 days from Amendment Number Sixteen effective date.

Contractor shall perform the following activities:

. ;	Process internal purchase orders and receive equipment	30 to 45 days.	
2.	Build equipment in Pasadena and test equipment	10 to 30 days.	
ب	Move equipment to the Norwalk site (we feel this site is most critical)	2 days.	
4.	Reassembly equipment	2 days.	
5.	Retest integration of the system, both with Norwalk and Pasadena	5 days.	
	 a. During this period, all operations will be on the Pasadena site. 		
9.	Monitor system for any outstanding issues	7 days.	
7.	Establish that all systems are functioning as required	1 day.	
∞;	Begin work on Pasadena site		
6	Move equipment from testing room to data center	1 day.	
10.	Retest integration of the system both with Pasadena and Norwalk	5 days	
	 a. During this period, all operations will be on the Norwalk site. 		

Monitor system for any outstanding issues.

If the Mass Storage component for the Norwalk site can be purchased, received, and tested earlier, 3M Cogent will work with LACRIS to install that equipment outside of this schedule. 3M Cogent can also discuss at that time the installation of the new backup system at the Norwalk facility.